

# Schwartz & Freeman

## LAW OFFICES

SUITE 3400  
401 NORTH MICHIGAN AVENUE  
CHICAGO, ILLINOIS 60611  
222-0800 AREA CODE 312

ANNE M. AUDY  
DONALD K. BASTA  
JULIAN L. BERMAN  
FRED L. DRUCKER  
JOHN T. DUAX  
STUART DUHL  
S. RICHARD FINE  
MARTIN M. FLEISHER  
ARTHUR S. FREEMAN  
RICHARD L. FREEMAN  
E. JAMES GILDEA  
STEPHEN E. GOODMAN  
BRIAN MELTZER  
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MARK L. HELLNER  
WILLIAM D. KELLY  
JEFFREY L. KWALL  
BARBARA S. MILLER  
STEVEN N. ZARIS

HAROLD R. BURNSTEIN  
OF COUNSEL

LEO J. SCHWARTZ (1905-1964)

14257

RECORDATION NO. .... Filed 1425

## DOCUMENTS FOR RECORDATION

JAN 19 1984 12 10 PM

INTERSTATE COMMERCE COMMISSION

No. 4-019A032

Date ... JAN 19 1984 ...

Fee \$ 50.00

ICC Washington, D. C.

Secretary, Interstate Commerce Commission  
12th and Constitution Avenue, NW  
Washington D.C. 20423  
Attention: Room 2303

Dear Secretary:

We have enclosed an original and one copy/counterpart of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The document is a Chattel Mortgage, a primary document, dated January 16, 1984.

The names and addresses of the parties to the document are as follows:

MORTGAGOR:	ALSI, INC. 23rd Street & Euclid Chicago Heights, Illinois 60411
MORTGAGEE:	FIRST NATIONAL BANK IN CHICAGO HEIGHTS P.O. Box 550 100 First National Plaza Chicago Heights, Illinois 60411

A description of the equipment covered by the document is contained in Schedule A attached hereto.

A short summary of the document to appear in the index follows:

Chattel Mortgage between ALSI, INC. and FIRST NATIONAL BANK IN CHICAGO HEIGHTS dated January 16, 1984 and covering 50 100 Ton Gondolas, GB Class,

Harold Siegel  
Counterpart

RECEIVED  
JAN 19 12 29 PM '84  
FEDERAL OPERATIONS DIV.  
U.S. DEPT. OF COMMERCE

# Schwartz & Freeman

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LAW OFFICES

Page 2

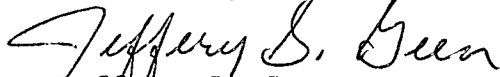
Identification Numbers CWP 101 through CWP 150, inclusive; and 20 70 Ton Box Cars, XF Class, Identification Numbers CWP 9000 through CWP 9019, inclusive.

A fee of \$50.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

Schwartz & Freeman  
401 North Michigan Avenue  
Suite 3400  
Chicago, Illinois 60611  
Attention: Jeffery S. Geen

Very Truly Yours,

SCHWARTZ & FREEMAN



Jeffery S. Geen

Attorney for First National Bank in Chicago Heights.

JSG/bab

SCHEDULE A

	<u>Description</u>	<u>Class</u>	<u>Identification Number</u>
1.	Gondola: 100 Tons	GB	CWP 101
2.	Gondola: 100 Tons	GB	CWP 102
3.	Gondola: 100 Tons	GB	CWP 103
4.	Gondola: 100 Tons	GB	CWP 104
5.	Gondola: 100 Tons	GB	CWP 105
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23.	Gondola: 100 Tons	GB	CWP 123

24.	Gondola:	100 Tons	GB	CWP	124
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68.	Box Car:	70 Tons	XF	CWP 9017
69.	Box Car:	70 Tons	XF	CWP 9018
70.	Box Car:	70 Tons	XF	CWP 9019

Interstate Commerce Commission

Washington, D.C. 20423

1/19/84

OFFICE OF THE SECRETARY

**Schwartz & Freeman**  
**401 North Michigan Avenue Suite 3400**  
**Chicago, Illinois 60611**

**Attn: Jeffery S. Green**

Dear

**Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **1/19/84** at **12:30pm** and assigned re-recording number(s). **14257**

Sincerely yours,



JAMES H. BAYNE

Secretary

Enclosure(s)

RECORDATION NO. 14257 Filed 1425

JAN 19 1984 - 12:00 PM

INTERSTATE COMMERCE COMMISSION

CHATTEL MORTGAGE

CHATTEL MORTGAGE dated as of January 16, 1984 from ALSI, INC., an Illinois corporation (hereinafter called "Mortgagor"), to FIRST NATIONAL BANK IN CHICAGO HEIGHTS (hereinafter called "Mortgagee").

Mortgagor, for and in consideration of Ten Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged does hereby, as security for the payment and performance by Mortgagor of (a) all of Mortgagor's obligations under that certain note of Mortgagor dated January 16, 1984 in the original principal amount of \$750,000; (b) all of the obligations of Alco Spring Industries, Inc. to Mortgagee under that certain note dated January 16, 1984 in the original principal amount of \$250,000; and (c) all other indebtedness of Mortgagor and Alco Spring Industries, Inc. to Mortgagee now existing or hereafter created (all of the foregoing obligations being hereinafter defined as the "Obligations"), grant, sell, mortgage and convey unto Mortgagee, its successors and assigns, the units of railroad equipment listed in the attached Schedule A hereto which are now owned by Mortgagor, together with any and all units of railroad equipment substituted therefor pursuant to the written consent of Mortgagee, all additions, accessories, parts, improvements and equipment owned by Mortgagor which are now or hereafter affixed to any of such units, all substitutes therefor and all products and proceeds therefrom (all being hereinafter collectively called the "Units");

TO HAVE AND TO HOLD the Units unto Mortgagee, its successors and assigns, to its and their sole use forever;

AND PROVIDED FURTHER that if Mortgagor, or its successors and assigns, shall fully pay and perform under all the Obligations, then this Chattel Mortgage shall be void; otherwise this Chattel Mortgage shall remain in full force and effect.

Mortgagor hereby represents and warrants that it has or will have and will at all times continue to have good and marketable title to the Units, free and clear of all claims, liens, security interests and encumbrances (other than this Chattel Mortgage) by or in favor of any person and that it will defend such title against the claims and demands of all persons whomsoever.

Mortgagor shall comply in all respects with all laws (including, without limitation, laws with respect to the use, maintenance and operation of each Unit) of the jurisdictions in which operations involving the Units may extend, with the interchange rules of the Association of American Railroads, with all lawful rules of the United States Department of Transportation, the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Units; and in the event that such laws, rules or provisions require any alteration, replacement, addition or modification of or to any part of any Unit, Mortgagor shall conform therewith at its own expense; provided, however, that Mortgagor may, in good faith, contest the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Mortgagee, adversely affect the property or rights of Mortgagee under this Chattel Mortgage.

Mortgagor shall pay all costs, expenses, fees and charges incurred in connection with the use and operation of the Units. Mortgagor, at its own cost and expense, shall maintain and service, or cause to be maintained and serviced, each of the Units so as to keep it in the same operating condition, order, repair and appearance as it was when it first became subject to this Chattel Mortgage, ordinary wear and tear excepted; and at all times during the term hereof, each Unit, other than track compressors and maintenance cars, shall be suitable for use in interchange. Mortgagor, at its own cost and expense and within a reasonable period of time, shall also replace all parts of any Unit that may have become worn out, lost, stolen, confiscated, destroyed or otherwise rendered permanently unfit for use with appropriate replacement parts, which shall be free and clear from any mortgage, lien, charge, security interest or encumbrance except for those created by this Chattel Mortgage.

Mortgagor, at its own cost and expense, may at its option furnish additions, modifications and improvements to the Units. All such additions, modifications and improvements shall remain the property of Mortgagor, but shall be subject to the lien of this Chattel Mortgage. Mortgagor shall not, however, without the prior written consent of Mortgagee, alter any Unit, or affix or install any accessories or devices on any Unit, if the same shall impair the originally intended function or use of such Unit or shall diminish its commercial value.

Mortgagor hereby covenants and agrees that, if there shall occur and be continuing any default under any of the Obligations, then, and in any such event, Mortgagee, or its successors or assigns, shall thereupon have the right to take immediate possession of the Units, or any portion thereof, and for that purpose may pursue the same wherever any of the Units may be found and may enter any of the premises of Mortgagor with or without force or process of law wherever any of the Units may be located, and Mortgagee shall have the right to take possession of the Units, or any of them, keep and store the same until sold or remove and sell and dispose of the same at public or private sale to the extent permitted by law, at one or more sales, as an entirety or in parcels, or in lieu of or in addition to exercising the power of sale hereinabove given, to proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein granted, or for any foreclosure hereunder, or for the sale of the Units, or any of them, under the judgment or decree of any court or courts of competent jurisdiction. To the full extent that Mortgagor may lawfully so do, Mortgagor agrees that it will not at any time claim the benefit of any stay, extension, appraisement, redemption or similar law now or hereafter in force.

The Mortgagee will cause each Unit to be kept numbered with the identification numbers set forth in Schedule A hereto, or in the case of any equipment not there listed, such identifying number as shall be set forth in any amendment or supplement hereto with appropriate changes of and additions to the foregoing as may, from time to time, be required by law in order to protect (i) the title of the Mortgagor to such Unit, (ii) the Mortgagor's rights against any lessee under any lease agreement with respect to the Unit, and (iii) Mortgagee's rights hereunder. It is expressly agreed that this Chattel Mortgage is subject to the rights of Chicago West Pullman & Southern Railroad Company under a certain Agreement dated July 2, 1977 entered into by said company and ALCO Spring



Industries, Inc. heretofore as amended. The Mortgagor will not change, or consent to the changing of, the identification number of any Unit except with the consent of Mortgagee and in accordance with a statement of new identification numbers to be substituted therefor, which consent and statement previously shall have been filed with Mortgagee by the Mortgagor and filed, recorded or deposited in all public offices where this Chattel Mortgage shall have been filed, recorded or deposited. Except as above provided, the Mortgagor will not allow the name of any person to be placed on any Unit as a designation that might be interpreted as a claim of ownership or security interest; provided, however, that, any lessee may cause the Unit to be lettered with the names or initials or other insignia customarily used by the lessee, its affiliates, or sublessees on railroad equipment used by it, such affiliate or such sublessee of the same or a similar type for convenience of identification of the right of the lessee, such affiliate or such sublessee to use the Unit under the lease.

Mortgagee shall be entitled to reimbursement from the proceeds of any such sale or foreclosure for all costs and charges incurred by it or its agents or attorneys in taking, removing, keeping, storing and selling the Units, including any and all attorneys' fees and other costs and expenses incurred in connection with any such foreclosure or sale. Any surplus remaining after reimbursement for such costs and expenses and after payment of the Obligations shall be paid to Mortgagor.

All rights and remedies of Mortgagee hereunder are cumulative, and no delay on the part of Mortgagee in the exercise of any such right or remedy shall operate as a waiver thereof, and no single or partial exercise by Mortgagee of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

This Chattel Mortgage shall be governed by the laws of the State of Illinois, but the parties shall be entitled to all rights conferred by 49 United States Code §11303(a).

IN WITNESS WHEREOF, Mortgagor, pursuant to due corporate authority, has caused this Chattel Mortgage to be signed in its name by duly authorized officers and its corporate seal to be hereunto affixed and duly attested, all as of the date first above written.

ALSI, INC.

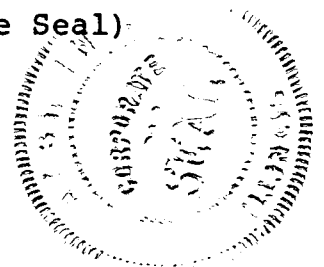
By: \_\_\_\_\_

President

Attest:

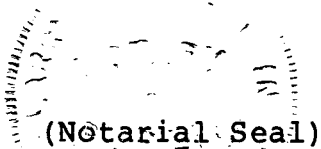
Robert P. Keenan  
Secretary

(Corporate Seal)

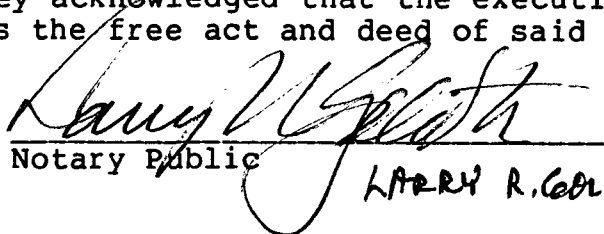


STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 16th day of January, 1984, before me personally appeared, WILLIAM C CUNNINGHAM and ROBERT P KELNAN, to me personally known, who, being by me duly sworn, said that they are the President and Secretary, respectively, of ALSI, INC., that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



(Notarial Seal)

  
Notary Public HARRY R. GOLDSTEIN

My commission expires: 4-29-85

SCHEDULE A

	<u>Description</u>	<u>Class</u>	<u>Identification Number</u>
1.	Gondola: 100 Tons	GB	CWP 101
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